

1 FELICIA GALATI, ESQ.
2 Nevada Bar No. 7341
3 OLSON, CANNON, GORMLEY
4 ANGULO & STOBERSKI
5 9950 West Cheyenne Avenue
6 Las Vegas, NV 89129
7 fgalati@ocgas.com
8 Telephone: 702-384-4012
9 Facsimile: 702-383-0701
10 Attorneys for Defendant
11 BASS PRO OUTDOOR WORLD, LLC

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

THADDEUS YUREK;

Plaintiff,

vs.

BASS PRO OUTDOOR WORLD, LLC dba
Bass Pro Shops; CHENGBAO
ENTERPRISES LIMITED; DOES I through
X; and
ROE BUSINESS ENTITIES I through XX,
inclusive,

Defendants.

CASE NO.: 2:17-cv-01265-APG-NJK

STIPULATED PROTECTIVE ORDER

Certain documents and information that Defendant BASS PRO OUTDOOR WORLD, LLC (hereinafter referred to as "Bass Pro") and Defendant CHENGBAO ENTERPRISES LIMITED (hereinafter referred to as "Chengbao") have determined contain trade secrets or other business confidential or proprietary information will be marked "confidential" and will be governed by the following terms, restrictions and conditions.

1. Documents produced by Bass Pro or Chengbao in connection with the above-referenced litigation that are marked "confidential," and the information contained therein, shall be disclosed only to counsel of record for the parties and their experts in this action or individuals certified by such counsel as employed by or assisting counsel in preparation for, or at

1 the trial of, and only for the purpose of prosecuting this action.

2 2. Any such documents and/or information shall be used only for the purpose of
3 prosecuting the above-referenced litigation.

4 3. Any person or firm to whom such "confidential" documents and/or information
5 contained therein will be disclosed shall first be advised by counsel making the disclosure that
6 this Protective Order is in effect, and pursuant to this Protective Order they may not divulge any
7 such confidential documents or information to any other person, and that copies of the
8 "confidential" documents must be returned at the conclusion of this litigation.

9 4. In the event any document marked "confidential" or the information contained
10 therein is to be included with, or the contents thereof is to be disclosed in any pleading,
11 motion, deposition transcript or other paper filed with Clerk of any Court, that party must first
12 file a motion for leave to file the documents under seal in accordance with this Court's
13 electronic filing procedures, and in compliance with Local Rule IA 10-5 and Kamakana v. City
14 and County of Honolulu, 447 F.3d 1172 (9th Cir. 2006). Parties and nonparties also shall
15 comply with all requirements of Fed. R. Civ. P. 5.2 with regard to all documents filed with the
16 Court.

17 5. The parties shall move the Court for an appropriate protocol for the handling and
18 use of confidential and proprietary materials to be used as an exhibit at trial.

19 6. Any objection to the provisions of this Protective Order regarding the designation
20 of any document as confidential, or the use for any such confidential information contained
21 therein, shall be resolved only by Court Order upon *in camera* hearing on proper motion and
22 upon good cause shown, to prevent disclosure to non-parties or otherwise under such
23 circumstances as will prevent the inadvertent disclosure of such documents and/or information.

24 7. Production of such documents and/or information by Bass Pro shall not constitute
25 a waiver of any privilege or other claim or right of withholding or confidentiality, which it may
26 have.

27 8. Any inadvertent or unintentional failure to designate protected information as
28 "confidential" shall not be deemed a waiver in whole or in part of that party's claim of

1 confidentiality, as long as the disclosing party notifies all parties in writing that such protected
2 information constitutes confidential information within 7 days after learning that the protected
3 information was inadvertently or unintentionally produced without an appropriate confidentiality
4 designation.

5 9. Upon termination of the above-referenced litigation, all copies of the
6 “confidential” documents furnished by Bass Pro or Chengbao to Plaintiff or any other party to
7 this action, together with all originals and copies, including copies provided to all experts and
8 persons identified (as set forth in ¶1 herein), and all originals and copies of notes, sketches, data,
9 compilations, extracts and reproductions of documents furnished by Bass Pro or Chengbao, shall
10 be returned to counsel for Bass Pro or Chengbao together with a letter from counsel for Plaintiff
11 or other parties, that all “confidential” documents, copies of such documents which were
12 provided by Bass Pro or Chengbao, have been returned to Bass Pro or Chengbao along with an
13 affidavit that contains the names of all individuals who saw the document(s).

14 Dated this 6th day of July, 2017

15
16 */s/ Robert M. Adams*

17 Robert T. Eglet, Esq.
18 Robert M. Adams, Esq.
19 Artemus W. Ham, Esq.
20 Richard K. Hy, Esq.
EGLET PRINCE
21 400 South Seventh Street, Suite 400
Las Vegas, NV 89101
22 Attorneys for Plaintiff THADDEUS YUREK

Dated this 6th day of July, 2017

/s/ Felicia Galati

23
24 Felicia Galati, Esq.
OLSON, CANNON, GORMLEY
ANGULO & STOBERSKI
9950 W. Cheyenne Avenue
25 Las Vegas, NV 89129
26 Attorneys for Defendant BASS PRO
27 OUTDOOR WORLD, LLC

28
IT IS SO ORDERED.
Dated: July 7, 2017


United States Magistrate Judge